

## ABOUT YOUR TENANCY

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### **Your Tenancy Agreement**

This is your legal contract with Lee Housing Association. It sets out both your rights and obligations as a tenant, some of which are explained more fully in this part of the Handbook.

It is an important document, and you should keep it safe. If you have any questions about your tenancy, please contact your Housing Officer.

### **Security of Tenure**

Residents of self-contained accommodation have an **Assured Tenancy**. This means that you have full security of tenure, which gives you the right to keep your tenancy as long as you do not break the terms of your agreement. If you do, we may seek a Possession Order in the County Court, which, if granted, would give us the right to evict you. *However, we only evict in the most serious circumstances, for example when rent is owed or the resident is guilty of anti-social behaviour, and only after every reasonable opportunity has been given to the resident to resolve the situation.*

Most of our residents live in shared housing, and have an **Assured Shorthold Tenancy**. This means that you have full security of tenure for six months only. After six months, we can obtain a Possession Order quickly in the County Court without having to prove a breach of the agreement. *This is important, because it enables us to evict someone from a shared house quite easily if he or she is affecting the other residents' quality of life through serious anti-social behaviour.* If you keep to the terms of the tenancy, your tenancy will continue, and we will not use this power to deal with rent arrears and other less serious breaches.

### **Changing your Tenancy Agreement**

We will consult you about any proposed changes, allow a reasonable period for you to give your views, and consider your views before serving a Notice of Variation. Any changes will then take effect after 28 days.

### **Shared Accommodation – Sole Possession**

If you live in a room in a shared house and allow another person to occupy it with you, you are breaking the terms of your tenancy and we will take steps to end it.

### **Self Contained Accommodation - Joint Tenancies**

More than one person may sign the tenancy of self-contained accommodation. Each “joint tenant” is then equally responsible for the whole tenancy, and if one leaves and surrenders their interest, the remaining tenant is responsible for the whole tenancy and will be responsible for paying all of the rent.

### **Self Contained Accommodation - Lodgers and sub-letting**

If you live in self-contained accommodation, you may take a lodger or sub-let part of the property as long as it does not result in overcrowding.

*You may not sub-let all of it. If you do, we will take steps to end your tenancy.*

A lodger will share meals with you and will not have a room of their own that they can lock. A sub-tenant will have their own room that they can lock.

You do not need our permission to take a lodger, but you do need to ask our permission to sub-let. In both cases, we ask that you provide the name of the person concerned.

If you are claiming Housing Benefit, your entitlement could be affected.

Please remember that you are responsible for the behaviour of any one who lives with you.

### **Going Away**

If you plan to be away from the property temporarily, please inform your Housing Officer and tell us how we can contact you.

You must make arrangements for your rent to be paid while you are away.

If you go away for a long period without telling us, we may assume that that you are no longer using the property as your main home and take steps to end the tenancy.

### **Giving Your Tenancy to Someone Else (Assignment)**

This is not normally permitted. However, your tenancy may be assigned to someone else if:

- We agree to you carrying out a mutual exchange with a tenant of another landlord
- A court orders that the tenancy passes to someone else as part of divorce or separation proceedings

### **Self-contained Accommodation - Succession on Death**

If you die, there are a number of ways in which your tenancy can be passed to your partner or a member of your family:

- Your spouse or partner can inherit the tenancy as long as they were living with you and it was their main home at the time of your death.
- A member of your family can inherit if they can prove that they were living with you and it was their main home for at least a year up to your death.
- A joint tenancy automatically passes to the surviving tenant.

There can only be one succession. If you have inherited the tenancy, it may not then be passed on in any of the above ways.

### **Information**

We will:

- Inform you about proposed major policy changes and give you an opportunity to comment
- Let you know how we perform as a landlord
- Update the information contained in this handbook
- Ensure that all our residents have equal access to information
- Provide access to information in accordance with current policy